

**MEMORANDUM OF AGREEMENT
AMONG
THE UTAH DEPARTMENT OF TRANSPORTATION,
THE UTAH STATE HISTORIC PRESERVATION OFFICER,
THE DIVISION OF FORESTRY, FIRE AND STATE LANDS,
AND UTAH OPEN LANDS CONSERVATION ASSOCIATION**

REGARDING

**PROJECT #: S-154(70)1
Bangerter Highway Interchange at 600 W**

WHEREAS, the Utah Department of Transportation (UDOT) proposes to use state funds to undertake **PROJECT #: S-154(70)1; Bangerter Highway Interchange at 600 W, Salt Lake County, Utah**, which proposes to install a new grade-separated interchange at Bangerter and 600 W; and

WHEREAS, in accordance with the *Programmatic Agreement between the UDOT and the Utah State Historic Preservation Officer Regarding Implementation of U.C.A. 9-8-404 for State Funded Transportation Projects in Utah* (executed March 19, 2008), the UDOT is taking into account the effects of **PROJECT #: S-154(70)1; Bangerter Highway Interchange at 600 W, Salt Lake County, Utah**, on historic properties and has determined that this undertaking will have an adverse effect on 1 prehistoric archaeological site eligible for inclusion in the National Register of Historic Places, UDOT has consulted with the Utah State Historic Preservation Officer (SHPO) pursuant to U.C.A. 9-8-404 to resolve the adverse effects; and

WHEREAS, the Division of Forestry, Fire and State Lands (FFSL) is cooperating on this project, has participated in the consultation, and been asked by UDOT to be a signatory to this agreement; and

WHEREAS, Utah Open Lands Conservation Association (UOL) holds the permanent conservation easement over the Galena Soo'nkahni Preserve to protect its numerous conservation values including its significant archaeological site which a sundial monument was erected on in 2015. All activities on the Galena Soo'nkahni Preserve must be in accordance with the conservation easement; and

WHEREAS, the UDOT has consulted with the Skull Valley Band of the Goshute Indians, the Eastern Shoshone Tribe of the Wind River Reservation, the Shoshone-Bannock Tribes of Fort Hall, the Paiute Indian Tribe of Utah, the Northwestern Band of the Shoshone Nation, the Uintah and Ouray Ute Indian Reservation, the Cedar Band of the Paiutes, and the Shivwits Band of Paiute Indians; and the Tribes have been afforded an opportunity to review the project and have not responded with objections; and

NOW, THEREFORE, the UDOT and the Utah SHPO agree that upon UDOT's decision to proceed with the undertaking, UDOT shall ensure that the following stipulations are implemented in order to take into account the effects of the undertaking on prehistoric properties, and the stipulations shall govern the undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

The UDOT shall ensure that the following measures are carried out:

I. MITIGATION OF THE ARCHAEOLOGICAL SITE

UDOT shall allocate funds in the amount of \$5000 to a fund to be used for maintenance of the Galena Soo'nkahni Preserve sundial monument by the FFSL. These funds will be allocated after the sale of the

surplus property and will be available to FFSL for maintenance of the monument structure and its surrounding environment. FFSL will submit a summary report to UDOT when these funds have been expended.

II. DURATION: This agreement will be null and void if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, the UDOT may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation IV below.

III. REPORTING: The UDOT shall ensure that any/all reports on activities carried out pursuant to this agreement are provided to the SHPO and the signatories to this MOA, and upon request, to any other interested parties.

III. DISPUTE RESOLUTION: Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the UDOT shall consult with the objecting parties to resolve the objection. If the UDOT determines, within 30 days, that the objection(s) cannot be resolved, the UDOT will:

- A. The UDOT may render a decision regarding the dispute. In reaching its decision, the UDOT will take into account all comments regarding the dispute from the parties to the MOA.
- B. The UDOT's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. The UDOT will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. The UDOT's decision will be final.
- C. Further, at any time during implementation of the measures stipulated in this agreement should an objection to any such measure be raised by a member of the public, the UDOT shall take the objections into account and consult as needed with the objecting party or the SHPO to resolve the objection.

IV. AMENDMENTS AND NONCOMPLIANCE: If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the SHPO. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation V, below.

V. TERMINATION: If an MOA is not amended following the consultation set out in Stipulation III and Stipulation IV, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the UDOT shall notify the signatories if it will initiate consultation to execute an MOA with the signatories and proceed accordingly.

IX. EXECUTION: Execution of this Memorandum of Agreement by the UDOT, the Utah SHPO, and the FFSL and the submission of documentation and filing of this Memorandum of Agreement with the Utah SHPO in accordance with U.C.A. 9-9-404 prior to UDOT's approval of this undertaking, and implementation of its terms, evidence that the UDOT has taken into account the effects of this undertaking on historic properties, and has afforded the State Historic Preservation Office an opportunity to comment on **S-154(70)1; Bangerter Highway Interchange at 600 W, Salt Lake County, Utah.**

SIGNATORIES:

UTAH DEPARTMENT OF TRANSPORTATION

 5/6/17
Bryan Adams, UDOT Region Director Date


UTAH STATE HISTORIC PRESERVATION OFFICE

 5/12/17
Chris Merritt, Utah Deputy SHPO Date


DIVISION OF FORESTRY, FIRE, AND STATE LANDS

 5-9-17
Brian Cottom, Utah FFSL Date

 5/9/17
Roger Lewis, Utah FFSL Date

 5/9/2017
Fred Donaldson, Utah FFSL Date

UTAH OPEN LANDS CONSERVATION ASSOCIATION

 5/11/2017
Wendy E. Fisher, Executive Director Date